

DEPARTMENT OF REAL ESTATE

PO Box 187000
Sacramento, CA 95818-7000
916 227-0770



November 14, 2008

Axis Real Estate Incorporated
Piers Richard Windebank, Designated Officer
5380 Clairemont Mesa Blvd #204
San Diego, CA 92117

RE: Advance Fee Agreement

Dear Mr. Windebank,

This letter will acknowledge our receipt of your revised advance fee agreement and accounting format on November 3, 2008.

The Department has no objection to your use of the advance fee agreement, accounting format and advertising as submitted.

Please note that any changes to the agreement or the accounting format must be submitted to the Department for review before it is used. Any promotional materials that you may subsequently wish to use will require our prior review, as well.

This letter does not constitute, nor may you make any representation that the Department of Real Estate has endorsed or approved any aspect of your business activities.

You may call me at (916) 227-0770 if you have any questions.

Sincerely,

Sylvia I. Yrigollen
Senior Deputy Commissioner
Advance Fee Review Section



Axis Real Estate and Mortgage Solutions

Office: (858) 503 0113 Toll Free: (888) 503 0113 Fax: (866) 830 5522

The Process

Step 1: Complete and Sign All Documents (Included in this Package)

- A. INFORMATION WORKSHEET** – Provide information about you, your property, loan and work information.
- B. FINANCIAL WORKSHEET** – Please complete this simple worksheet and list all income sources, all assets, and all expenses for the borrower and co-borrower.
- C. HARSHIP LETTER** – Use this form to explain in detail your financial hardship and why you are having problems making your mortgage payment, cannot sell your home, or will not be able to afford your payment after interest rate adjustment.
- D. BORROWER AUTHORIZATION** - This form allows us to negotiate on your behalf with your lender.
- E. BROKER / CLIENT ADVANCE FEE AGREEMENT** – This form outlines the services that we will be providing.

Step 2: Provide All Applicable Support Documents (listed on Checklist)

Step 3: Send us requested documentation

Please send all documents via fax or email.

Phone: (858) 503 0113

Fax: (866) 830 5522

Email: AxisRealEstateandMortgage@Gmail.com

Step 4: Underwriter Review & Solution

Once we have received a complete package from you, we will complete a formal analysis of your situation. Once this analysis is complete, we will contact you to review your options.

Additional information and documentation may be required. This letter does not constitute a commitment or approval for assistance.



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Required Forms and Documents Checklist

Carefully read and check all items listed below verifying that you understand and will provide Axis Real Estate and Mortgage Solutions with the information requested within two days from ____ / ____ / ____

INITIALS

REQUIRED DOCUMENTS AND FORMS

A copy of your current driver's license or state identification card
A copy of your two most current and consecutive pay stubs
A copy of your most recent social security / pension awards letter
A complete copy of income tax return statements for two last years
A copy of your corporate tax return statements for last 3 years (if self employed)
A copy of all contributing parties' pay stubs to verify income.
A copy of Cancelled checks for room rent (if applicable)
A copy of 3 most recent bank statements (all accounts – all pages)
A copy of ALL of your household bills (electric, gas, water, phone, child care, insurance, etc.)
A recent copy of your monthly mortgage statements
A copy of Mortgage Note & Final Settlement Statement
A copy of Listing Agreement with Realtor (if applicable)

Signed copies of all forms in this document including:

- Required Forms and Documents Checklist (this form)
- Hardship Letter
- Financial Worksheet
- Information Worksheet
- Borrower's Authorization
- Broker / Client Advanced Fee Agreement

Failure to provide all information requested may result in the dismissal of your case

X _____ Date _____
Borrower Signature

X _____ Date _____
Co-Borrower Signature

Print Name: _____

Print Name: _____



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Hardship Letter Guide

One of the items we have requested from you is a hardship letter. A hardship letter is a written explanation describing the events which have caused your mortgage difficulties and this is crucial in helping you achieve a loan modification. This letter acts much like an outline documenting the current life issues that are affecting your ability to meet your financial obligations. Please keep it short and to the point, but try to be specific when referencing any important dates and dollar amounts. You may also want to state what kind of new mortgage payment you could comfortably afford given your current income and debt.

It is important that you use DETAILED information in your hardship letter. When referencing events that have affected you, be sure to include the exact dates and dollar amounts, etc.

Here is an example list of hardships that lenders consider during the loan workout process;

- Adjustable Rate Mortgage Reset – Payment Shock
- Illness / Death of Spouse or Co-Borrower
- Loss of Job / Reduced Income / Job Relocation
- Failed Business
- Incarceration
- Divorce / Marital Separation
- Military duty
- Medical Bills
- Damage to Property (natural disaster or unnatural)
- Other (Please Specify)

The hardship letter is an important part of the loan modification and loan workout process. **Make sure you make it unique to you situation and include all the details of the events you refer to.** Remember that your hardship letter is only one piece of the loan workout process, but key in helping you achieve loan modification.



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Assets / Income & Liability Worksheet

NAME:		DATE:	
ASSETS			
	Balance Value	Amount Owed	Net Value
1. Checking	\$	\$	\$
2. Savings	\$	\$	\$
3. Cash	\$	\$	\$
4. Cert of Deposits	\$	\$	\$
5. Stocks/Bonds/Fund	\$	\$	\$
6. 401K / IRA / Ret.	\$	\$	\$
7. Primary House	\$	\$	\$
8. Other Real Estate	\$	\$	\$
9. Automobile	\$	\$	\$
Automobile 2	\$	\$	\$
10. Life Insurance	\$	\$	\$
11. Personal Property	\$	\$	\$
12. Other Assets	\$	\$	\$
Totals	\$	\$	\$

INCOME			
Monthly	Borrower	Co-Borrower	Total
1. Gross Income	\$	\$	\$
2. Overtime	\$	\$	\$
3. Commission	\$	\$	\$
4. Bonuses	\$	\$	\$
5. Rent	\$	\$	\$
6. Family Support	\$	\$	\$
7. Alimony/Child Sup	\$	\$	\$
8. Disability	\$	\$	\$
9. Other Income	\$	\$	\$
Totals	\$	\$	\$



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EXPENSES			
Monthly	Monthly Payment	Total Balance	Months Remaining
1. 1 st Mortgage	\$	\$	
2. 2 nd Mortgage	\$	\$	
3. Other Mortgage	\$	\$	
4. Property Taxes	\$	\$	
5. Homeowners Ins.	\$	\$	
6. HOA Fees	\$	\$	
7. All Utilities	\$	\$	
8. Cable TV	\$	\$	
9. Cell Phone	\$	\$	
10. Telephone	\$	\$	
11. Car Payment	\$	\$	
12. Car Payment	\$	\$	
13. Car Insurance	\$	\$	
14. Gasoline	\$	\$	
15. Car Expenses	\$	\$	
16. Credit Cards	\$	\$	
17. Spending Money	\$	\$	
18. Clothing / Laundry	\$	\$	
19. Dependent Care	\$	\$	
20. Child Support	\$	\$	
21. Alimony	\$	\$	
22. School Tuition	\$	\$	
23. Child Care	\$	\$	
24. Medical Insurance	\$	\$	
25. Medical Expenses	\$	\$	
26. Life Insurance	\$	\$	
27. Food	\$	\$	
28. Entertainment	\$	\$	
29. Vacations	\$	\$	
30. Other Loans	\$	\$	
31. Church / Charity	\$	\$	
32. Misc. Expenses	\$	\$	
Totals	\$	\$	

Failure to provide all information requested may result in dismissal of your case.

X _____ Date _____

Borrower Signature

Print Name: _____

X _____ Date _____

Co-Borrower Signature

Print Name: _____



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Borrower's Authorization

Be it know that I, the undersigned, am the individual and by submitting this form hereby grant permission to **Axis Real Estate and Mortgage Solutions**, as my agent, to have the necessary power and authority to undertake and perform the following on my behalf:

I/We authorize **Axis Real Estate and Mortgage Solutions** to obtain and verify any and all mortgage loan information. This is to include and is not limited to payoff, arrearage, reinstatement amounts, work out offers, rate and term modification, principal balance modification, short sale initiation and proceedings, deed in lieu or foreclosure. Additionally, we authorize **Axis Real Estate and Mortgage Solutions** to communicate directly with our lender(s) on our behalf with respect to any of our personal, financial and credit history. Any and all information obtained and/or shared on our behalf is to be used for the purpose for facilitating the expedient and timely resolution of our mortgage distress.

I understand that I can contact my lender directly, but have chosen to have Axis Real Estate and Mortgage Solutions help me negotiate new terms on my behalf.

X

Borrower Signature

Date

Print Name

_____-_____-_____
Social Security Number

X

Co-Borrower Signature

Date

Print Name

_____-_____-_____
Social Security Number



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Information Worksheet

Borrower

Full name (print): _____ Sex (M/F): _____

AKA's: _____ SS#: _____ DOB: ____/____/____

Employer: _____

Drivers License #: _____ Maiden Name: _____

Mothers Maiden Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Home Address (if different): _____

City: _____ State: _____ ZIP: _____

Co-Borrower

Full name (print): _____ Sex (M/F): _____

AKA's: _____ SS#: _____ DOB: ____/____/____

Employer: _____

Drivers License #: _____ Maiden Name: _____

Mothers Maiden Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Home Address (if different): _____

City: _____ State: _____ ZIP: _____



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The Broker agrees to only disburse the advanced fee to fund specified services for the principal's benefit. The services to be performed by the broker shall consist of the following:

- A. Examine clients' financial profile and determine if profile fits within eligibility requirements. Collect Due diligence analysis of Client/Lender relationship including review of any and all correspondence to and from existing lender, existing note, existing deed, Asset/Liability Worksheet. Consult with client in regards to financial hardships. Collect all necessary documentation. Collaborate with client on developing hardship letter.

Completion date: _____ (Within 2 business days from agreement date)

- B. Package file for submission to lender for modification, Assign the file to a negotiator. Pull comparable sales and prepare comparative market analysis and property value report. Order complete tri-merged credit report to verify all balances and payments. Prepare all Asset/Liability and income documentation. Review of complete package and consultation with client.

Completion date: _____ (Within 4 business days from agreement date)

- C. Contact lender and submit loan modification package to Lender(s) via fax and first class Mail; Establish contact with assigned loss mitigator and state the financial hardship case on behalf of client. Request that lender removes clients' phone number from their Collections department.

Completion date: _____ (Within 7 business days from agreement date)

- D. Re-negotiate the terms of the clients' mortgage(s). This may require several phone calls and correspondence via fax and certified mail. Provide any additional document as requested. The negotiator will keep the client updated on the status of the loan modification.

Completion date: _____ (Within 4 weeks from agreement date)

- E. Completion of loan modification and/or similar services. Finalization of all new loan terms. Closing consultation with the client. Provide all closing statements and records to client.

Completion date: _____ (Within 12 weeks from agreement date)

The advanced fee shall be apportioned and disbursed as follows:

- 20% to be disbursed upon completion of (a) above;
- 20% to be disbursed upon completion of (b) above;
- 20% to be disbursed upon completion of (c) above;
- 20% to be disbursed upon completion of (d) above;
- 20% to be disbursed upon completion of (e) above;

Except as set forth in this section, neither this Agreement nor any rights under this Agreement, in whole or in part, shall be assignable or otherwise transferable by either party without the express written consent of the other party. Any attempt by either party to assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party shall be null and void. Subject to the above, this Agreement shall be binding upon and take



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effect for the benefit of the successors and assigns of the parties to this Agreement. This Agreement shall be governed by the laws of the State of California applicable to Agreements made and fully performed in California by California residents.

If either party is required to retain the services of an attorney to enforce or otherwise litigate or defend any matter or claim arising out of or in connection with this Agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder shall remain valid and enforceable according to its terms.

MANDATORY DISCLOSURES

The advanced service fees held in the trust account remain the property of the Client. Should this agreement be cancelled by either party and to the extent that any portion of the advanced service fees are not expended for services specified in the Agreement, Broker shall refund the unused portion of the service fee held in the trust account to the Client.

Notice: The amount or rate of fees specified in this agreement for services is not fixed by California Law. Fees are set by each broker individually and are subject to negotiation between the Client (principal) and the Broker.

Notice: California Civil Code Section 2945.4 prohibits any real estate licensee from claiming, demanding, charging, collecting or receiving any compensation from a person whose residence is in foreclosure until all of the promised services have been fully performed and completed. **DO NOT SIGN THIS AGREEMENT IF A NOTICE OF DEFAULT HAS BEEN RECORDED AGAINST THE PROPERTY.**

Initials: _____ Initials: _____

CLIENT (PRINCIPLE/PROPERTY OWNER) CERTIFIES THAT A NOTICE OF DEFAULT HAS NOT BEEN RECORDED AGAINST THE PROPERTY

Initials: _____ Initials: _____



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AXIS REAL ESTATE AND MORTGAGE SOLUTIONS

Signature: _____

Name: **Piers Richard Windebank, DRE License # 01381405**

Title: **Broker of Record**

Date: _____

Client #1

Signature: _____

Name: _____

Date: _____

Client #2

Signature: _____

Name: _____

Date: _____



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Credit Card Authorization Form

Instructions

Complete the form by printing legibly with a dark pen, all billing information in the blanks below. Sign with the credit card holder's signature on the indicated line. Fax this form back to us at our secure fax line at (866) 830 5522 to complete your order. The Broker will deposit the full amount charged to the client into the Trust Fund Account within 3 days.

I, _____, hereby authorize Axis Real Estate and Mortgage Solutions to charge my credit card in the amount of \$ _____ (including shipping and taxes if applicable)

Type of Card: ___ VISA ___ MASTERCARD ___ AMEX ___ DISCOVER

Credit Card Number: _____

Expiration Date: _____ CVC Code (last 3 digits on back of card): _____

Credit Card Billing Address

Street: _____

City, State, and Zip: _____

Telephone: _____

Cardholder's Signature: _____

Date: _____

Pay By Check

Please make checks payable to: Axis Real Estate and Mortgage Solutions

Mail Checks to the following Address: Axis Real Estate and Mortgage Solutions
5380 Clairemont Mesa Blvd #204
San Diego, Ca 92117

Complete and fax all documents required to: (866) 830 5522

AXIS VERIFIED ACCOUNTING FOR ADVANCE FEES

Broker (Corporation) Name: Principal Name:
Broker Address Principal Address:
Broker Trust Account #:

Lender Name: Depository:
Lender Address:
Loan Account Number:

2nd Lender Name:
2nd Lender Address:
2nd Loan Account Number:

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Advance Fee Accounting				
Advance Fee Received	From (Principal)	Date Received	Date Deposited	Balance

Services Performed by Broker	Date Performed	Amount of Fee Allocated	Date Disbursed	Balance
Phase 1 Services:				
Phase 2 Services:				
Phase 3 Services:				
Phase 4 Services:				
Phase 5: Successful Completion of Loan Modification				

I hereby represent and attest that this is a true and accurate accounting.

Signed _____

Date _____

Broker Name _____

License Identification Number _____